

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

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In re : Chapter 9  
: :  
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846  
: :  
Debtor. : Hon. Thomas J. Tucker  
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**STIPULATION BY AND BETWEEN THE CITY OF DETROIT,  
MICHIGAN AND ADP, LLC (F/K/A ADP, INC.) FOR  
AN ORDER APPROVING SETTLEMENT OF ALL CLAIMS  
OF ADP, LLC (F/K/A/ ADP, INC.)**

The City of Detroit, Michigan (“City”) and ADP, LLC (f/k/a ADP, Inc.) (“ADP”, and together with the City, the “Parties”, and each a “Party”), through their respective counsel, file this Stipulation By and Between the City of Detroit, Michigan and ADP, LLC (f/k/a ADP, Inc.) For an Order Approving Settlement of all Claims of ADP, LLC (f/k/a ADP, Inc.) (“Stipulation”).

WHEREAS, on February 18, 2014, ADP filed a proof of claim asserting a general unsecured rejection damages claim in the amount of \$29,644,827.50 (“Unsecured Rejection Claim”) and an administrative expense claim in the amount of \$949,541.17 under Bankruptcy Code § 503(b) (“Post-Petition Claim”) (Cl. No. 1062); and

WHEREAS, the Eighth Amended Plan for the Adjustment of Debts of the City of Detroit (the “Plan”) that was confirmed by this Court on November 12, 2014 [Doc. No. 8272], and became effective on December 10, 2014 [Docket. No. 8649] (the “Effective Date”), provided, among other things, for a bar date of May 11, 2015 for the City to object to the allowance of certain administrative expense claims (the “Bar Date”); and

WHEREAS, prior to the expiration of the Bar Date, the City informally advised ADP that it intended to object to the Post-Petition Claim and the Unsecured Rejection Claim (collectively, the “ADP Claims”); and

WHEREAS, in lieu of filing a formal objection to ADP Claims, the City and ADP agreed to extend the Bar Date and, the Court, pursuant to various orders entered in this chapter 9 case, extended the Bar Date for the City to object to the Post-Petition Claim [Doc. Nos. 9827, 9870, 9992 and 10106], such that the Bar Date for the City to object to the Post-Petition Claim now expires on August 18, 2015; and

WHEREAS, the Parties have engaged in negotiations over the treatment of the Post-Petition Claim and the Unsecured Rejection Claim and, as a result thereof, have reached an agreement settling and fully and finally resolving both ADP Claims;

NOW, THEREFORE, the Parties stipulate and agree as follows:

1. In full and final settlement and resolution of the ADP Claims, the City agrees to pay ADP Two Hundred Seventy Five Thousand and 00/100 Dollars (\$275,000.00) (the “Settlement Payment”) within fourteen (14) business days of the entry of the Order attached as Exhibit 1 to the Stipulation (the “Order”).

2. Effective upon the City’s payment of the Settlement Payment to ADP, and without the need for further documentation of any kind, the Parties waive and release each other, their affiliates, predecessors, officers, attorneys, representatives, successor and assigns, from any and all Claims and Causes of Action (each as defined in the Plan), including the ADP Claims, whether such Claims or Causes of Action arose before, on or after the Effective Date, and whether arising in law or equity, that either Party has, had or may have now or in the future, whether asserted or not, arising from or in any way related to the Services Contract (Contract No. 28772341) that was approved by the Detroit City Council on November 20, 2012 (together with all exhibits and supplements thereto).

3. Other than the right to receive the Settlement Payment in accordance with Section 1 above, ADP shall have no other Claims or Causes of Action against the City or its property or any right to any distribution under the Plan.

4. The City’s claims agent is authorized to update the claims register accordingly.

5. The Parties hereby approve the entry of the Order.

**STIPULATED AND AGREED**

<p>ATTORNEYS FOR THE CITY</p> <p>By: <u>/s/ Marc N. Swanson</u> Stephen S. LaPlante (P48063) Marc N. Swanson (P71149) MILLER, CANFIELD, PADDOCK AND STONE, P.L.C. 150 West Jefferson, Suite 2500 Detroit, Michigan 48226 Telephone: (313) 963-6420 Facsimile: (313) 496-7500 green@millercanfield.com swansonm@millercanfield.com</p> <p>-and-</p> <p>Charles N. Raimi (P29746) Deputy Corporation Counsel City of Detroit Law Department 2 Woodward Avenue, Suite 500 Coleman A. Young Municipal Center Detroit, Michigan 48226 Telephone: (313) 237-5037 Facsimile: (313) 224-5505 raimic@detroitmi.gov</p>	<p>ATTORNEYS FOR ADP, LLC, (f/k/a ADP,INC.)</p> <p>By: <u>/s/ Judith Greenstone Miller</u> Judith Greenstone Miller (P29208) Jay L. Welford (P34471) JAFFE RAITT HEUER &amp; WEISS, P.C. 27777 Franklin Road, Suite 2500 Southfield, MI 48034 Telephone: (248) 351-3000 Facsimile: (248) 351-3082 jmiller@jaffelaw.com jwelford@jaffelaw.com</p>
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DATED: August 7, 2015

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

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In re	:	Chapter 9
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CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
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**ORDER GRANTING STIPULATION BY AND BETWEEN THE CITY OF  
DETROIT, MICHIGAN AND ADP, LLC (F/K/A ADP, INC.) FOR  
AN ORDER APPROVING SETTLEMENT OF ALL CLAIMS  
OF ADP, LLC (F/K/A/ ADP, INC.)**

Upon the Stipulation filed by the City of Detroit, Michigan ("City") and ADP, LLC (f/k/a ADP, Inc.) ("ADP") for an Order Approving Settlement of all Claims of ADP, LLC (f/k/a ADP, Inc.) (the "Stipulation"); and the Court being otherwise advised in the premises;

**IT IS ORDERED THAT:**

1. In full and final settlement and resolution of the ADP Claims,<sup>1</sup> the City agrees to pay ADP Two Hundred Seventy Five Thousand and 00/100 Dollars (\$275,000.00) (the "Settlement Payment") within fourteen (14) business days of the entry of this Order.

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<sup>1</sup> Capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Stipulation.

2. Effective upon the City's payment of the Settlement Payment to ADP, and without the need for further documentation of any kind, the Parties waive and release each other, their affiliates, predecessors, officers, attorneys, representatives, successor and assigns, from any and all Claims and Causes of Action (each as defined in the Plan), including the ADP Claims, whether such Claims or Causes of Action arose before, on or after the Effective Date, and whether arising in law or equity, that either Party has, had or may have now or in the future, whether asserted or not, arising from or in any way related to the Services Contract (Contract No. 28772341) that was approved by the Detroit City Council on November 20, 2012 (together with all exhibits and supplements thereto).

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